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3-7-06 PUR-14
Contract No.: 352-9225

Agreement to Supply: PLANS REVIEW SERVICES

This agreement, made and entered into this the 14 day of JULY, 2006, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of **CONTRACTOR**: CSA Southeast, Inc.

Address: 15050 NW 79 Court, Suite 201 City: Miami Lakes State: FL Zip: 33016-5810

A Corporation ☒ A Partnership ☐ An Individual ☐ Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of two (2) years with three (3), one (1) year extension options and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: March 7, 2006 Pur-14

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 03/07/06 and ending 03/06/08 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number 352-9225 and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) Addendum
- 2) This contract Form G-110, Rev. 12/00
- 3) The City's RFP and all addenda thereto
- 4) Contractor's proposal in response to the City's RFP

c. **Warranty**: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation**: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt**: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing**: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

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2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

CSA Southeast, Inc.'s response to the RFP, addendum to the RFP document and a copy of the RFP document, addendum to contract

b. Payment Terms: Per RFP

c. Delivery: Per RFP

d. Insurance: Yes ☒ No ☐

e. Performance Bond/Letter of Credit: Yes ☐ No ☒

f. Procurement Specialist's Initials: KB

4. **Contractor's Phone Numbers:** Office: 305-461-5484

Mobile: (305) 607 3390

5. **Contractor's Fax Number:** 305-461-5494

6. **Contractor's E-Mail Address:** capen@csagroup.com

Website: www.csagroup.com

City of Fort Lauderdale

Jmelgargo

By: _____
Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

****PLEASE SEE CITY SIGNATURE
PAGE ATTACHED HERETO****

Date: _____

Assistant City Attorney (approved as to form)

Date: _____

Contractor/Vendor

Juan Melgarejo, PhD, PE

Name of Company Officer (please type or print)

By: _____

Authorized Officer's Signature

Title: PRESIDENT

Date: 3/27/06

PATRICIA CARLIS

Secretary (please type or print)

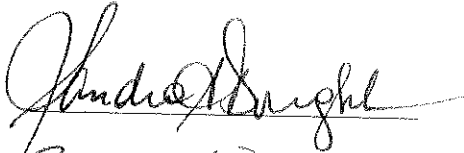
Attest: _____


Signature of Secretary

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
the day and year first written above.


AS TO CITY:

WITNESSES:


Sandra A. Daughlin
[Witness print or type name]


Katerina Skourtidaki
[Witness print or type name]


CITY OF FORT LAUDERDALE


George Gretsas, City Manager

ATTEST:


Jonda K. Joseph
City Clerk

APPROVED AS TO FORM:


David B. Dineen
City Attorney

ADDENDUM

THIS ADDENDUM to City of Fort Lauderdale Contract No. 352-9225 is entered this 7th day of March, 2006 by and between the following parties:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "City")

And

CSA SOUTHEAST, INC., a Florida corporation, 1505 N.W. 79th Court, Suite 201, Miami Lakes, FL 333016 (hereinafter, "Contractor")

The following Addendum to City of Fort Lauderdale Contract # 352-9225 (hereinafter, "Contract") is hereby incorporated into that Contract between City and Contractor and City and Contractor do hereby agree as follows:

1. As used herein, the term "Contract" shall be deemed to include the Contract as modified by this Addendum.

2. **Condition Precedent to Contract.** Adoption of an Ordinance by the City Commission of the City of Fort Lauderdale setting a fee schedule for Expedited Plan Review and setting forth an administrative review process for review of Building Permit Fees and Expedited Plans Review Program fees shall be a condition precedent to the effectiveness of this Contract and Addendum.

3. **Components of Contract.** The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of the RFP Number 352-9225 and the Contractor's proposal in response, form a part of the Contract and Addendum and by reference are made a part hereof.

4. **Conflict.** In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- (a) The Addendum
- (b) The Contract
- (c) The City's RFP and all addenda thereto
- (d) Contractor's proposal in response to the City's RFP

5. **Zoning and Landscape Plans Examiners; Fees.** Contractor shall make available Zoning and Landscape Plans Examiners ("ZLPEs") as part of the services rendered

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under this Contract. Contractor shall be entitled to a fee of \$75.00 per hour for services rendered by ZLPEs.

6. ZLPEs under authority of Zoning Administrator. Contractor's ZLPEs shall work under the direct supervision, control and authority of the City's Zoning Administrator as to the final work product resulting from such plans examinations, but not as to working conditions, uniforms, hours of employment (except as otherwise stated herein), workplace venue (except as otherwise stated herein), etc. The final work product of the ZLPEs shall be subject to further review by the Zoning Administrator for compliance with the City's Unified Land Development Regulations ("ULDR"). The Zoning Administrator shall have final authority on all zoning determinations made by the ZLPEs.

7. Zoning Administrator certification of ZLPEs. Only ZLPEs having a satisfactory working knowledge of the City's ULDR as it pertains to the types of projects that will be reviewed under the Expedited Plans Review Program ("EPRP"), as certified in advance by the Zoning Administrator, will be authorized to review zoning and landscape plans under the EPRP.

8. De-certification by Zoning Administrator of ZLPEs. At any time that the Zoning Administrator finds that the level of performance of a ZLPE has fallen below that which is expected of similarly situated City zoning and landscape plans examiners, the Zoning Administrator shall have the authority to de-certify the ZLPE from performing Plans Reviews for the Contractor under the EPRP. A ZLPE who has been de-certified by the Zoning Administrator shall no longer be authorized to review zoning and landscape plans until such time as such individual receives a re-certification of the Zoning Administrator in accordance with Paragraph 7 above.

9. Hourly Rate; Prohibition Against Overtime Rates. The hourly rate Contract may charge City for time expended in the plans review process shall be \$75.00 per hour. No overtime rates shall be charged by Contractor for plans review time before 8:00 AM or after 5:00 PM.

9.1 Hourly Rate; Education, Training and Coordination. From time to time it will be necessary that City staff meet with the Contractor's plans review personnel for continuing education, training and coordination of administration of the EPRP and the plans review processes. Contractor shall not be entitled to charge the City the standard hourly rate of \$75.00 per hour for the periods of time expended in education, training and coordination session with City staff.

9.2. Hourly rates exclude travel time. Hourly rates to be charged by the Contractor for EPRP shall be for the actual time spent examining plans and shall not include travel time to or from the City's Building Department or any other location.

9.3. Hourly rates; minimum increments. Hourly rates to be charged by the Contractor for EPRP shall be charged in minimum time increments of 15 minutes (.25

hour). Time increments shall be rounded off to the nearest full 15 minute increment. (E.g. 32 minutes shall be rounded off to .50 hour; 40 minutes shall be rounded off to .75 hour.)

10. Time for Plans Review; Review of Revised Plans; Types of Projects.

10.1 Initial Plan Review. Contractor shall complete the plan review and return the reviewed plans to the City within five (5) working days from the date of receipt of the plans from the City. Upon return, the reviewed plans shall be accompanied either by an approval or rejection of the plans as required by The Florida Building Code (2004) as same shall be amended from time to time.

10.2 Review of Revised Plans. Upon resubmittal of revised plans that had not been previously approved, Contractor shall complete its review of such revised plans and return same to the City within five (5) working days from the date of receipt of the revised plans from the City. Upon return, the reviewed plans shall be accompanied either by an approval or rejection of the plans as required by The Florida Building Code (2004)¹ as same shall be amended from time to time.

10.3 Types of Project. The provisions of Sections 10.1 and 10.2 above shall be applicable to the following types of projects:

New single-family residences	Pools
Additions to single-family	Signs
Residences	Docks
Single-family interior alterations	Boat Lifts
New multi-family/townhouses	Seawalls
(less than 5 units)	Dolphin piles
Multi-family interior alterations	General engineering permits
Duplexes	Revisions (only if original
Retail/office interior alterations	Plans had expedited review)

11. Projects Large In Size and Complex In Scope; Time for Plans Review; Exceptions.

11.1 Pre-Project Review; Estimated Expedited Plan Review Fee. For projects that are large in size and complex in scope, design or construction, which do not fall within the categories set forth in Section 10.3 above, and have all preliminary City approvals, a Pre-Project Plan Review meeting will be required between the Contractor and City staff. Discussion at this meeting will focus on the specifics of the EPRP as well as the project. Should the applicant for the Building Permit ("Applicant") decide to explore the possibility of using

¹ References to The Florida Building Code (2004) shall include Broward County Administrative Amendments thereto.

EPRP, a preliminary review fee will be collected from the Applicant and the Contractor shall provide the Applicant with an estimated expedited plan review fee.

11.2 Initial Plan Review. In the event the Applicant elects to utilize the EPRP for a project described in Section 11.1 above, Contractor shall complete the initial plan review and return the reviewed plans to the City within ten (10) working days from the date of receipt of the initial plans from the City. The reviewed plans shall be accompanied either by an approval or rejection of the plans as required by The Florida Building Code (2004) as same shall be amended from time to time.

11.3 Review of Revised Plans. Upon resubmittal of revised plans described in Section 11.1 above which had not been previously approved, Contractor shall complete its review of such revised plans and return same to the City within ten (10) working days from the date of receipt of the revised plans from the City. Upon return, the reviewed plans shall be accompanied either by an approval or rejection of the plans as required by The Florida Building Code (2004) as same shall be amended from time to time.

11.4 Exceptions. For projects that are large in size and complex in scope, design or construction, which do not fall within the categories set forth in Section 10.3 above, City shall not utilize Contractor's services for zoning, landscape and engineering review of plans.

12. Statement of Services Rendered. For each set of plans reviewed, the Contractor shall return the reviewed plans to the City's Building Department, together with a complete Statement of Services Rendered in conjunction with reviewing the subject plans.

12.1 The Statement of Services Rendered shall outline by discipline (e.g. building, electrical, mechanical, plumbing, zoning, etc.) each date service was rendered with respect to the subject plans, a narrative description of the service rendered, the time increment for each service rendered and the allocation of dollar amount for the respective service rendered. The Statement of Services Rendered shall reference the Plans Review Number at issue.

13. Inspections. Inspections shall not be included within the Scope of Services under this Contract.

14. Right to delete services. The City reserves the right to delete types of projects or disciplines from the EPRP services to be rendered by Contractor.

15. Amend Administration of Contract. Paragraph 8, Administration of Contract, is amended in part to read as follows:

...

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

16. Invoices. Invoices for services rendered shall be submitted by Contractor for the plans reviews that have been completed by Contractor. The Invoices shall be rendered no more frequently than monthly. The Invoices shall provide a copy of the Statement of Services Rendered for each Plans Review Number referenced in the Invoice.

17. Indemnity. Contractor shall protect, defend, indemnify and hold harmless the City, and the City's officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, penalties, fines, and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Contractor under this Contract, conditions contained therein and services rendered thereunder or the breach or default by Contractor of any covenant or provision of this Contract except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the City, and the City's officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Contractor shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that the City (exercisable by the City's Risk Manager) shall retain the right to select counsel of its own choosing.

18. Compliance with Laws and Regulations. In the performance of services under this Contract and all actions taken by Contractor hereunder, Contractor shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Broward County, Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to performance under this Contract.

19. Severability. If any provision of this Contract, or its application to any person or situation, is held by a court of competent jurisdiction invalid or unenforceable for any reason and to any extent, the remainder of this Contract, or the application of the remainder of the provisions, shall not be affected. Rather, this Contract is to be enforced to the extent permitted by law. The captions, headings and title of this Contract are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Contract is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this

Addendum / Contract # 352-9225

Contract: CSA Southeast, Inc.

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Contract, unless otherwise expressly provided. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

20. Entire Agreement. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this Contract. Accordingly, the parties agree that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

22. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

23. Governing Law. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, Contractor expressly waives whatever other privilege to venue it may otherwise have.

24. Public Records. All records made or received by the City in connection with this Agreement and all records made or received by the Contractor in connection with this Agreement shall be public records subject to public inspection and copying pursuant to the Florida public records law absent a statutory exemption. The City's Attorney's determination of whether a record is subject to public inspection and copying or whether a statutory exemption applies shall be final.

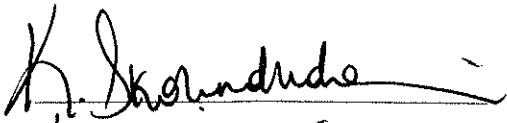
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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.


AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE

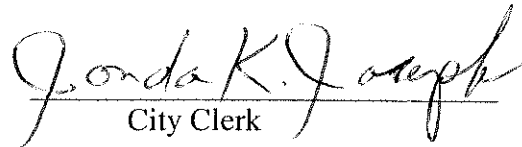

Kristina Skondridakis
[Witness print or type name]


George Greisas, City Manager

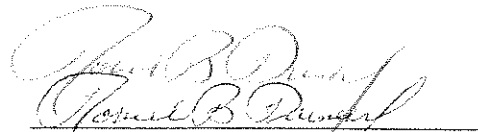

Donna Varisco
[Witness print or type name]

ATTEST:

(SEAL)


Jonda K. Joseph
City Clerk

APPROVED AS TO FORM:


Robert B. Dwyer
City Attorney

AS TO CONTRACTOR:

WITNESSES:

[Signature]

Patricia Caripa

[Witness print or type name]

[Signature]

Aurelio Carmona

[Witness print or type name]

(SEAL)

CSA SOUTHEAST, INC., a
Florida corporation

[Signature]

[Print or type name and title]

ATTEST:

[Signature] Patricia Caripa
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
MAY 9th, 2006, by JUAN A. MELGAREJO and
PATRICIA CARIPA, as CONTRACTOR and
SECRETARY, respectively of CSA SOUTHEAST, INC., a
Florida corporation. They are personally known to me or have produced
A DRIVER'S LICENSE as identification and did not take an oath.

(SEAL)



Cesar Arias
Commission #DD250908
Expires: Sep 17, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

CEsar Arias
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 9/17/2007

250908
Commission Number